This Instrument Prepared By:
BROKERS ESCROW SERVICES, INC.
211 Donelson Pike, Suite 2, P. O. BOX 140255
Nashville, Tennessee 37214

Davidson County DEEDWARR
Recvd: 10/20/04 08:59 2pgs
Fees:13.00 Taxes:185.00
20041020-0125965

NEW OWNER:
Darvin L. Oakes Jr. and
Stephanie D. Payne
512 South 12th Street
Nashville, TN 37206

MAP **083-13-0**
GROUP
PARCEL **244.00**

Send tax bill to: MORTGAGEE:
AmSouth Bank
2050 Parkway Office Circle
Birmingham, AL 35244

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named "GRANTEES", and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Stella B. Payne, unmarried** hereinafter called the "GRANTOR", has bargained and sold, and by these presents, does transfer and convey unto **Darvin L. Oakes Jr. and wife, Stephanie D. Payne**, hereinafter called the "GRANTEES", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

Land in Davidson County, Tennessee.

Being Lot No. 30 on the Plan of Payne Blakemore and Cummings, addition to East Nashville, as recorded in Book 57, page 70, of the Register's Office for Davidson County, Tennessee

Said Lot No. 30 fronts fifty (50) feet on the West side of South 12th Street and runs back between parallel lines 161 feet to an alley.

Being the same property devised to Stella B. Payne, by the Last Will of Annie D. Batson . Admitted to probate in the Seventh Circuit Court for Davidson County, Tennessee, (Probate Division) Docket #OOP-419 of record in Will Book 235, page 551 Davidson County, Tennessee, Probate Clerk's Office.
(An Affidavit of Inheritance of Real Estate of record in Instrument #20000821-0082093 Register's Office for Davidson County, Tennessee).

Taxes for the current year have been settled between the parties. Said property is transferred subject to the following matters:

1. Taxes resulting from supplemental, revised or corrected assessments under T.C.A., section 67-5-603, et. seq.
2. Subject to all applicable zoning and planning restrictions, and all health department rules and regulations that may affect the premises.
3. Subject to all covenants, subdivision restrictions, easement and other matter of record in Plat Book 57, page 70, said Register's Office.
4. Subject to all of those facts, conditions and limitations shown on the Plat of record in Plat Book 57, page 70, Register's Office for Davidson County, Tennessee.

This is improved property known as 512 South 12th Street, Nashville, Tennessee 37206.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or

purpose. Grantee agrees that the property conveyed hereby, including improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said "GRANTEES", its successors and assigns, forever, and,

GRANTOR does covenants with the said "GRANTEES" that she is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered, unless otherwise herein set out; and,

"GRANTOR", does further covenant and bind herself, her heirs and assigns, to warrant and forever defend the title to the said land to the said "GRANTEES", and its successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this the 8th day of October, 2004.

Stella B. Payne 10/8/04

Stella B. Payne

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Stella B. Payne, unmarried**, the bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 8th day of October, 2004.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 9/8/2007

My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $50,000.00.

Stephen D Reye 10-8-04

AFFIANT

Subscribed and sworn to before me on this 8th day of October, 2004.

NOTARY PUBLIC

REBECCA R. WAYNICK NOTARY PUBLIC AT LARGE WILSON COUNTY, TENN My Commission Expires 09/08/2007

My Commission Expires: